

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession and a monetary order for unpaid rent, to keep all or part of the pet damage and security deposit and recovery of the filing fee.

The Landlord attended the hearing by conference call and gave undisputed testimony. The Tenant did not attend. The Landlord states that the Tenant was served with the notice of hearing and evidence package in person on March 26, 2012 with a witness. I accept the undisputed testimony of the Landlord and find that the Tenant was properly served with the notice of hearing and evidence package as per the Act. No evidence has been filed by the Tenants.

At the beginning of the hearing the Landlord stated that the Tenants vacated the rental unit on March 31, 2012 and that an order of possession was no longer required. As such, the Landlord's application for an order of possession is considered withdrawn. No further action is required for possession.

Issue(s) to be Decided

Is the Landlord entitled to a monetary order for unpaid rent?

Is the Landlord entitled to retain both the pet damage and the security deposit?

Background and Evidence

The Landlord states that the Tenant was served with the 10 day notice to end tenancy for unpaid rent dated March 3, 2012 on the same date. The Landlord states that the notice was served by posting it on the rental unit door on March 3, 2012. The notice displays an effective date of March 24, 2012 and that rent of \$1,030.00 was due on March 1, 2012 and was not paid. The Landlord states that she has not received any rent payments nor is she aware of the Tenants filing an application for dispute to dispute the notice.

The Landlord states that a pet damage deposit of \$497.50 and a security deposit of \$497.50 were collected from the Tenant. The Landlord is seeking recovery of the \$1,030.00 in unpaid rent for March 2012 as per the 10 day notice dated March 3, 2012.

Analysis

I accept the undisputed testimony of the Landlord that the 10 day notice to end tenancy for unpaid rent was posted on the rental unit door on March 3, 2012. I find that the Tenants were properly served under the Act and were deemed served 3 days later on March 6, 2012.

The Tenants did not pay the outstanding rent within 5 days nor did they make an application to dispute the notice to end tenancy. I find that the Tenants by vacating the rental unit on March 31, 2012 is conclusively presumed to have accepted that the tenancy ended on the effective date of the notice. Based upon the above undisputed facts, I find that the Landlord has established a claim for unpaid rent of \$1,030.00. The Landlord is also entitled to recovery of the \$50.00 filing fee. I order that the Landlord retain the \$497.50 security deposit and the \$497.50 pet damage deposit in partial satisfaction of the claim and I grant a monetary order under section 67 for the balance due of \$85.00. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

The Landlord is granted a monetary order for \$85.00.
The Landlord may retain the pet damage deposit and the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 16, 2012.

Residential Tenancy Branch